

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE DIVISION

2015 NOV 13 P 4:4

Debtor(s) Giordano R. Elam  
Natae' Terez Elam

Case No:

**CHAPTER 13 PLAN**

**CHECK ONE:**

  X   Debtor<sup>1</sup> certifies that the Plan does not deviate from the model plan adopted by the Court at the time of the filing of this case. Any nonconforming provisions are deemed stricken.

       The Plan contains provisions that are specific to this Plan in paragraph 9, Nonconforming Provisions. Any nonconforming provision not set forth in paragraph 9 is deemed stricken.

1. **MONTHLY PLAN PAYMENTS.** Plan payments include the Trustee's fee of 10% and shall begin 30 days from petition filing/conversion date. Debtor shall make payments to the Trustee for the period of   36   months. If the Trustee does not retain the full 10%, any portion not retained will be disbursed to allowed claims receiving payment under the plan and may cause an increased distribution to the unsecured class of creditors:

- (A) \$ 531.94 for months   1   through   36    
(B) \$        for months        through         
(C) \$        for months        through

To pay the following creditors:

2. **ADMINISTRATIVE ATTORNEY'S FEES.**

Base Fee \$   0   Total Paid Prepetition \$   0   Balance Due \$   0  

Estimated Additional Fees Subject to Court Approval \$   0  

Attorney's Fees Payable through Plan \$   0   Monthly (subject to adjustment)

<sup>1</sup> All references to "Debtor" include and refer to both of the debtors in a case filed jointly by two individuals.

**3. PRIORITY CLAIMS (as defined in 11 U.S.C. § 507).**

Last 4 Digits of Acct No.	Creditor	Total Claim
NONE		

**4. TRUSTEE FEES.** Trustee shall receive a fee from each payment received, the percentage of which is fixed periodically by the United States Trustee.

**5. SECURED CLAIMS.** Pre-confirmation payments allocated to secured creditors under the Plan, other than amounts allocated to cure arrearages, shall be deemed adequate protection payments.

**(A) Claims Secured by Real Property Which Debtor Intends to Retain/ Mortgage Payments and Arrears, if any, Paid through the Plan.** If the Plan provides for curing prepetition arrearages on a mortgage, Debtor will pay, in addition to all other sums due under the proposed Plan, all regular monthly postpetition mortgage payments to the Trustee as part of the Plan. These mortgage payments, which may be adjusted up or down as provided for under the loan documents, are due beginning the first due date after the case is filed and continuing each month thereafter. The Trustee shall pay the postpetition mortgage payments on the following mortgage claims:

Last 4 Digits of Acct No.	Creditor	Collateral Address	Reg. Mo. Pmt.	Gap Pmt.	Arrears
NONE					

**(B) Claims Secured by Real Property/Debtor Intends to Seek Mortgage Modification.** Pending the resolution of a mortgage modification request, Debtor shall make the following adequate protection payments to the Trustee: (1) for *homestead* property, the lesser of 31% of gross disposable monthly income of Debtor and non-filing spouse, if any (after deducting homeowners association fees), or the normal monthly contractual mortgage payment, or (2) for *non-homestead*, income-producing property, 75% of the gross rental income generated from the property:

Last 4 Digits of Acct. No.	Creditor	Collateral Address	Pmt. Amt.
		US Home Mortgage ; 9349 Lockheed Lane, Jacksonville FL 32221;	\$720.00

**(C) Claims Secured by Real Property or Personal Property to Which Section 506 Valuation APPLIES.** Under 11 U.S.C. § 1322(b)(2), this provision does not apply to a claim secured solely by Debtor's principal residence. A separate motion to determine secured status or to value the collateral must be filed. The secured portion of the claim, estimated below, shall be paid:

Last 4 Digits of Acct No.	Creditor	Collateral Desc./Address	Claim Amt.	Value	Pmt.	Interest @ ____ %
8369		2011 Infinity G37 Mileage: 71,000	\$22,885.00	\$503.00		16.9%
8994		2004 Nissan Maxima Mileage: 144,000	\$5,216.00	\$369.00		12.49%

**(D) Claims Secured by Real Property and/or Personal Property to Which Section 506 Valuation DOES NOT APPLY.** Claims of the following secured creditors shall be paid in full with interest:

Last 4 Digits of Acct No.	Creditor	Collateral Desc./Address	Claim Amt.	Pmt.	Interest @ ____ %
NONE					

**(E) Claims Secured by Personal Property – Maintaining Regular Payments and Curing Arrearages, if any, with All Payments in Plan.**

Last 4 Digits of Acct No.	Creditor	Collateral Description	Regular Payment	Arrearages
NONE				

**(F) Secured Claims/Lease Claims Paid Direct by Debtor.** The following secured claims/lease claims are being made via automatic debit/draft from Debtor's depository account and are to continue to be paid direct to the creditor or lessor by Debtor outside the Plan via automatic debit/draft. The automatic stay is terminated *in rem* as to Debtor and *in rem* and *in personam* as to any codebtor as to these creditors and lessors upon the filing of this Plan. Nothing herein is intended to terminate or abrogate Debtor's state law contract rights. (Note: The Plan must provide for the assumption of lease claims that Debtor proposes to pay direct in the Lease/Executory Contract Section 6 below.)

Last 4 Digits of Acct No.	Creditor	Property/Collateral
NONE		

**(G) Liens to be Avoided per 11 U.S.C. § 522/Stripped Off per 11 U.S.C. § 506.** A separate motion to avoid a lien under § 522 or to determine secured status and to strip a lien under § 506 must be filed.

Last 4 Digits of Acct No.	Creditor	Collateral Description/Address
NONE		

**(H) Surrender of Collateral/Leased Property.** Debtor will surrender the following collateral/leased property. The automatic stay is terminated *in rem* as to Debtor and *in rem* and *in personam* as to any codebtor as to these creditors and lessors upon the filing of this Plan. (Note: The Plan must provide for the rejection of lease claims in the Lease/Executory Contract section below.)

Last 4 Digits of Acct No	Creditor	Property/Collateral to be Surrendered
5803	Navy Federal Credit Union	2002 BMW Model:745

**6. LEASES/EXECUTORY CONTRACTS.**

Last 4 Digits of Acct No.	Creditor	Property	Assume/Reject-Surrender	Est. Arrears
NONE				

**7. GENERAL UNSECURED CREDITORS.** General unsecured creditors with allowed claims shall receive a *pro rata* share of the balance of any funds remaining after payments to the above referenced creditors or shall otherwise be paid under a subsequent Order Confirming Plan. The estimated dividend to unsecured creditors shall be no less than \$ 0.

**8. ADDITIONAL PROVISIONS:**

- (A) Secured creditors, whether or not dealt with under the Plan, shall retain the liens securing such claims:
- (B) Payments made to any creditor shall be based upon the amount set forth in the creditor's proof of claim or other amount as allowed by an Order of the Bankruptcy Court.

(C) Property of the estate (check one)\*

(1) \_\_\_\_\_ shall not vest in Debtor until the earlier of Debtor's discharge or dismissal of this case, unless the Court orders otherwise; or

(2)   X   shall vest in Debtor upon confirmation of the Plan.

\*If Debtor fails to check (a) or (b) above, or if Debtor checks both (a) and (b), property of the estate shall not vest in Debtor until the earlier of Debtor's discharge or dismissal of this case, unless the Court orders otherwise.

(D) The amounts listed for claims in this Plan are based upon Debtor's best estimate and belief and/or the proofs of claim as filed and allowed. The Trustee shall only pay creditors with filed and allowed proof of claims. An allowed proof of claim will control, unless the Court orders otherwise.

(E) The Debtor may attach a summary or spreadsheet to provide an estimate of anticipated distributions. The actual distributions may vary. If the summary or spreadsheet conflicts with this Plan, the provisions of the Plan control prior to confirmation, after which time the Order Confirming Plan shall control.

(F) Debtor shall timely file all tax returns and make all tax payments and deposits when due. (However, if Debtor is not required to file tax returns, Debtor shall provide Trustee with a statement to that effect.) For each tax return that becomes due after the case is filed, Debtor shall provide a complete copy of the tax return, including business returns if Debtor owns a business, together with all related W-2s and Form 1099s, to the Trustee within 14 days of filing the return. Unless otherwise ordered by the Court, Debtor shall turn over to the Trustee all tax refunds in addition to regular Plan payments. Debtor shall not instruct the Internal Revenue Service or other taxing agency to apply a refund to the following year's tax liability. **Debtor shall spend no tax refunds without prior court approval.**

9. **NONCONFORMING PROVISIONS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9-M-M  
Debtor

Dated: 11/12/15

Adel' Perez Gar  
Debtor

Dated: 11/12/15

**United States Bankruptcy Court  
Middle District of Florida**

2015 NOV 13 P 4:4

In re Giordano Rahim Elam  
Matae Terez Elam

Debtor(s)

Case No.

Chapter 13

**CHAPTER 13 PLAN**

1. Payments to the Trustee: The future earnings or other future income of the Debtor is submitted to the supervision and control of the trustee. The Debtor (or the Debtor's employer) shall pay to the trustee the sum of **\$0.00** per month for **0** months.  
  
Total of plan payments: **\$0.00**
2. Plan Length: This plan is estimated to be for **0** months.
3. Allowed claims against the Debtor shall be paid in accordance with the provisions of the Bankruptcy Code and this Plan.
  - a. Secured creditors shall retain their mortgage, lien or security interest in collateral until the earlier of (a) the payment of the underlying debt determined under nonbankruptcy law, or (b) discharge under 11 U.S.C. § 1328.
  - b. Creditors who have co-signers, co-makers, or guarantors ("Co-Obligors") from whom they are enjoined from collection under 11 U.S.C. § 1301, and which are separately classified and shall file their claims, including all of the contractual interest which is due or will become due during the consummation of the Plan, and payment of the amount specified in the proof of claim to the creditor shall constitute full payment of the debt as to the Debtor and any Co-Obligor.
  - c. All priority creditors under 11 U.S.C. § 507 shall be paid in full in deferred cash payments.
4. From the payments received under the plan, the trustee shall make disbursements as follows:
  - a. Administrative Expenses
    - (1) Trustee's Fee: **10.00%**
    - (2) Attorney's Fee (unpaid portion): **NONE**
    - (3) Filing Fee (unpaid portion): **NONE**
  - b. Priority Claims under 11 U.S.C. § 507
    - (1) Domestic Support Obligations
      - (a) Debtor is required to pay all post-petition domestic support obligations directly to the holder of the claim.
      - (b) The name(s) and address(es) of the holder of any domestic support obligation are as follows. See 11 U.S.C. §§ 101(14A) and 1302(b)(5).  
  
**-NONE-**
      - (c) Anticipated Domestic Support Obligation Arrearage Claims. Unless otherwise specified in this Plan, priority claims under 11 U.S.C. § 507(a)(1) will be paid in full pursuant to 11 U.S.C. § 1322(a)(2). These claims will be paid at the same time as claims secured by personal property, arrearage claims secured by real property, and arrearage claims for assumed leases or executory contracts.

Creditor (Name and Address)  
**-NONE-**

Estimated arrearage claim

Projected monthly arrearage payment

(d) Pursuant to §§ 507(a)(1)(B) and 1322(a)(4), the following domestic support obligation claims are assigned to, owed to, or recoverable by a governmental unit.

Claimant and proposed treatment: **-NONE-**

## (2) Other Priority Claims.

Name	Amount of Claim	Interest Rate (If specified)
<b>NONE-</b>		

## c. Secured Claims

(1) Pre-Confirmation Adequate Protection Payments. Pre-confirmation adequate protection payments to the following Creditors holding allowed claims secured by a purchase money security interest in personal property shall be paid by the Trustee through the plan as provided below. Adequate protection payments shall not accrue or be paid until the Creditor files a proof of claim. The principal amount of the Creditor's claim shall be reduced by the amount of the adequate protection payments remitted.

Name	Description of Collateral	Pre-Confirmation Monthly Payment
<b>NONE-</b>		

## (2) Secured Debts Which Will Not Extend Beyond the Length of the Plan

(a) Secured Claims Subject to Valuation Under § 506. The Debtor moves the Court to value collateral as follows according to 11 U.S.C. § 506(a). Each of the following secured claims, if allowed, shall be paid through the plan in equal monthly payments set forth below, until the secured value or the amount of the claim, whichever is less, has been paid in full. Any remaining portion of the allowed claim shall be treated as a general unsecured claim. Any claim with a secured value of \$0 shall be treated as a general unsecured claim.

Name	Proposed Amount of Allowed Secured Claim	Monthly Payment	Interest Rate (If specified)
<b>NONE-</b>			

(b) Secured Claims Not Subject to Valuation Under § 506. Each of the following claims, if allowed, shall be paid through the plan in equal monthly payments set forth below, until the amount of the claim as set forth in the Creditor's proof of claim has been paid in full.

Name	Proposed Amount of Allowed Secured Claim	Monthly Payment	Interest Rate (If specified)
<b>NONE-</b>			

## (3) Secured Debts Which Will Extend Beyond the Length of the Plan

Name	Amount of Claim	Monthly Payment	Interest Rate (If specified)
<b>NONE-</b>			

## d. Unsecured Claims

(1) Special Nonpriority Unsecured. Debts which are co-signed or are non dischargeable shall be paid in full (100%).

Name	Amount of Claim	Interest Rate (If specified)
<b>NONE-</b>		

(2) General Nonpriority Unsecured: Other unsecured debts shall be paid 0 cents on the dollar and paid pro rata, with no interest if the creditor has no Co-obligors, provided that where the amount or balance of any unsecured claim is less than \$10.00 it may be paid in full.

5. The Debtor proposes to cure defaults to the following creditors by means of monthly payments by the trustee:

Creditor	Amount of Default to be Cured	Interest Rate (If specified)
<b>NONE-</b>		

6. The Debtor shall make regular payments directly to the following creditors:

Name	Amount of Claim	Monthly Payment	Interest Rate (If specified)
<b>NONE-</b>			

7. The employer on whom the Court will be requested to order payment withheld from earnings is:

**NONE. Payments to be made directly by debtor without wage deduction.**

8. The following executory contracts of the debtor are rejected:

Other Party  
**-NONE-**

Description of Contract or Lease

9. Property to Be Surrendered to Secured Creditor

Name  
**Navy Federal Cr Union**

Amount of Claim  
**4,025.00**

Description of Property  
**2002 BMW Model:745**  
**Location: 9346 Lockwood Lane, Jacksonville**  
**FL 32221**

10. The following liens shall be avoided pursuant to 11 U.S.C. § 522(f), or other applicable sections of the Bankruptcy Code:

Name  
**-NONE-**

Amount of Claim

Description of Property


11. Title to the Debtor's property shall revert in debtor on confirmation of a plan.

12. As used herein, the term "Debtor" shall include both debtors in a joint case.

13. Other Provisions:

Date November 11, 2015

Signature

  
**Giordano Rahim Elam**  
 Debtor

Date November 11, 2015

Signature

  
**Natae Terez Elam**  
 Joint Debtor